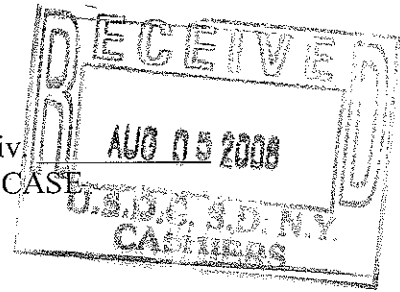


JUDGE LEISURE

08 CIV 6988

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
 ALIZE COMMODITIES, :  
  
                                 Plaintiff, :  
  
       - against - :  
  
 THAI MAPARN TRADING CO. LTD., :  
  
                                 Defendant. :  
 -----X

08 Civ  
ECF CASE**VERIFIED COMPLAINT**

Plaintiff, ALIZE COMMODITIES (hereinafter referred to as "Plaintiff"), by and through its attorneys, Tisdale Law Offices LLC, as and for its Verified Complaint against the Defendant, THAI MAPARN TRADING CO. LTD., (hereinafter referred to as "Defendant"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law with a principal place of business in Paris, France.
3. Upon information and belief, Defendant was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law with a place of business in Bangkok, Thailand.
4. By a contract dated February 12, 2008 (hereinafter "the Contract") between Plaintiff (Buyer) and Defendant (Seller), Defendant agreed to deliver to Plaintiff 15,000 metric

tons  $\pm$  5% more or less at vessel's option at the contract price of \$480.00 per metric ton. *See Contract No. CPA 1785/08 attached herewith as Exhibit 1.*

5. Certain disputes arose between the parties after the Defendant breached the Contract in failing to deliver the rice they had sold.

6. In an attempt to mitigate its damages, Plaintiff negotiated a reduced price for the rice by entering into a "Washout Agreement" (*Addendum No. 1 to Cerex Contract No. CPA/1785/08 attached herewith as Exhibit 2*) through its broker, Cerex, S.A. ("Brokers") agreeing to accept \$30 per metric ton for the 15,000 net metric tons of rice, accompanied by an agreement that Defendant would execute the remaining two contracts it had with Plaintiff, one of which being Cerex Contract 1752/07. *See attached herewith as Exhibit 3.* This agreement was made with the understanding that, should Defendant fail to make good on its remaining contracts, Defendant would be in default.

7. Defendant failed to perform on Cerex Contract 1752/07, as evidenced by the correspondence between Brokers and Defendant dated July 22, 2008. *See attached herewith as Exhibit 4.*

8. Plaintiff is claiming damages in the sum of \$2,100,000, based on the following calculation:

Agreed compensation: 15,000 mt x \$170 (\$650-\$480) =	\$2,550,000.00
Deduction of payments already made by sellers =	(\$450,000.00)
	-----
Principal claim:	\$2,100,000.00

9. Pursuant to the aforementioned Contract, any disputes arising thereunder shall be referred to Arbitration in London as per GAFTA Rules 125 to which both parties agreed.

10. The plaintiff will soon commence arbitration in London pursuant to the Contract.

11. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Principal claim:	\$2,100,000.00
B.	Estimated interest on claims: 2 years at 10.0%	\$420,000.00
C.	Estimated U.S. attorneys' fees:	\$250,000.00
D.	Estimated cost of GAFTA arbitration:	\$500,000.00
<b>Total</b>		<b>\$3,270,000.00</b>

12. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

13. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of **\$3,270,000.00**.

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of **\$3,270,000.00** belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;

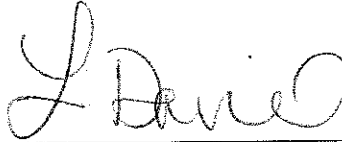
D. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

E. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: August 5, 2008  
New York, NY

The Plaintiff,  
ALIZE COMMODITIES,

By:

A handwritten signature in cursive script, appearing to read "L Davies", written over a horizontal line.

Lauren C. Davies (LD 1980)  
Thomas L. Tisdale (TT 5263)  
TISDALE LAW OFFICES LLC  
11 West 42nd Street, Suite 900  
New York, NY 10036  
(212) 354-0025 – phone  
(212) 869-0067 – fax  
[ldavies@tisdale-law.com](mailto:ldavies@tisdale-law.com)  
[ttisdale@tisdale-law.com](mailto:ttisdale@tisdale-law.com)

**ATTORNEY'S VERIFICATION**

State of Connecticut    )  
                                  )    ss.:   City of Southport  
County of Fairfield    )

1.     My name is Lauren C. Davies.

2.     I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3.     I am an Attorney in the firm of Tisdale Law Offices, LLC, attorneys for the  
Plaintiff.

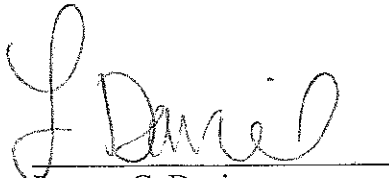
4.     I have read the foregoing Verified Complaint and know the contents  
thereof and believe the same to be true and accurate to the best of my knowledge, information  
and belief.

5.     The reason why this Verification is being made by the deponent and not  
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now  
within this District.

6.     The source of my knowledge and the grounds for my belief are the  
statements made, and the documents and information received from, the Plaintiff and agents  
and/or representatives of the Plaintiff.

7.     I am authorized to make this Verification on behalf of the Plaintiff.

Dated:     August 5, 2008  
              Southport, CT

  
\_\_\_\_\_  
Lauren C. Davies

# **EXHIBIT 1**

Doc 1 Tab 4

# CEREX S.A.

Avenue de la Ferme Rose, 3  
B-1180 BRUSSELS, BELGIUM  
Tel. +32 (2) 3492290  
Fax +32 (2) 3492299  
E-Mail [cerex@cerex.be](mailto:cerex@cerex.be)

## CONTRACT NO. CPA/1785/08

BRUSSELS, 12 FEBRUARY 2008

WE HEREWITH CONFIRM THE FOLLOWING TRANSACTION OF TODAY, CEREX CONTRACT NO. CPA/1785/08 REFERS:

**SELLER:**

THAI MAPARN TRADING CO., LTD.  
83-87 YOTHA ROAD  
TALAUNGOI, SAMPANTAWONG  
BANGKOK 10100, THAILAND

**BUYER:**

ALIZE COMMODITIES  
5, PLACE TRISTAN BERNARD  
75017 PARIS, FRANCE

**BROKER:**

CEREX S.A.  
AVENUE DE LA FERME ROSE, 3  
B-1180 BRUSSELS, BELGIUM

**QUALITY:**

THAI PARBOILED LONG GRAIN RICE 100% SORTEXED (LIGHT COLOUR), CURRENT CROP 2007/08.

SPECIFICATIONS AS PER THE OFFICIAL EXPORT STANDARDS OF THE COUNTRY OF ORIGIN.

THE RICE MUST BE OF UNIFORM COLOUR, FREE FROM LIVE INSECTS/WEEVILS, PRACTICALLY FREE FROM DEAD INSECTS/WEEVILS, FREE FROM ANY FOREIGN / BAD ODOUR AT TIME OF SHIPMENT, SOUND, LOYAL AND MERCHANTABLE, AND FIT FOR HUMAN CONSUMPTION.

**QUANTITY:**

15,000 (Fifteen thousand) METRIC TONS 5 PCT MORE OR LESS AT BUYER'S OPTION AND AT CONTRACT PRICE

**PACKING:**

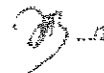
IN NEW WOVEN SINGLE POLYPROPYLENE BAGS OF 50 KGS NET EACH, WITH MINIMUM TARE WEIGHT 130 GRAMS, WITH BUYERS MARKS AND LOGO ON BOTH SIDES.

BUYER'S MARKS, BAG SPECIFICATIONS AND BAG COLOUR TO BE DECLARED LATEST 20 DAYS PRIOR TO ARRIVAL OF PERFORMING VESSEL.

SELLER TO PROVIDE 2% EMPTY PRINTED BAGS FREE OF CHARGE.

SELLER'S Thai LEGAL MARKINGS INCLUDING THE EXPORTER'S NAME AND ADDRESS MAY BE PRINTED IN SMALL LETTERS (1.5 CM HIGH) AT THE BOTTOM OF THE BAGS.

SWIFT: 424381685 Banque Paribas 719904374 11 iban BE90 2100 0903 7472





Doc 1 Page 2

# CEREX S.A.

PAGE 3  
Cerec Ctr No. CPA/1785/08

**PRICE:**

US\$ 480.00 (usdollar four hundred eighty) PER NET INTAKEN METRIC TON, FOB STOWED AND TRIMMED 1/2 SAFE BERTH(S) AND/OR ANCHORAGE(S) BANGKOK AND/OR KOHSICHANG PORT AT BUYER'S OPTION AND TO COUNT AS ONE, VESSEL ALWAYS AFLOAT AND ALWAYS ACCESSIBLE AT ANYTIME.

NO PREMIUM TO BE PAID IN CASE OF ANY TOP-OFF IN KOHSICHANG.

**VESSEL'S HOLDS CLEANLINESS/WEIGHT/QUALITY/PACKING/CONDITION/FUMIGATION:**

INSPECTION OF VESSEL'S HOLDS CLEANLINESS, WEIGHT, QUALITY, PACKING, CONDITION AND FUMIGATION ALL FINAL AT LOADING PORT AS PER CERTIFICATES ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD. AT BUYER'S OPTION AND AT SELLER'S COSTS AND RISKS.

**SHIPMENT:**

15 MARCH-30 APRIL 2008, BOTH DATES INCLUSIVE, WITH 10 CALENDAR DAYS NOTICE OF VESSEL'S ETA AT LOADPORT, CARGO/PART CARGO ALLOWED PER VESSEL NOMINATED BY BUYER OR SUBSTITUTE.

ONE UNCONDITIONAL SUBSTITUTION ALLOWED IN CASE OF PART CARGO: ONE UNCONDITIONAL SUBSTITUTION ALLOWED PER SHIPMENT.

**LOADING CONDITIONS:**

CQD LOADING

VESSEL AGENTS AT LOADING PORT AT BUYER'S OPTION.

**FUMIGATION:**

CARGO TO BE FUMIGATED ON BOARD THE VESSEL UPON COMPLETION OF LOADING WITH METHYL BROMIDE AT THE PROPER CONCENTRATION BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD. AT BUYER'S OPTION, FOR ACTUAL LOADED QUANTITY, FOR SELLER'S ACCOUNT, AND TIME OF FUMIGATION AND EXPOSURE NOT TO COUNT AS LAYTIME.

**INSURANCE:**

FOR BUYER'S ACCOUNT ONCE CARGO ON BOARD VESSEL.

**PAYMENT:**

C.A.D. EUROPE, PAYABLE AT SIGHT AT THE COUNTERS OF THE BUYER'S BANK, AGAINST THE PRESENTATION OF THE FOLLOWING SHIPPING DOCUMENTS:

- SELLER'S COMMERCIAL INVOICE
- FULL SET 3/3 CLEAN ON BOARD BILLS OF LADING MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" OR "FREIGHT PREPAID"
- PACKING LIST IN TRIPLICATE
- CERTIFICATE OF ORIGIN ISSUED BY THE THAI CHAMBER OF COMMERCE IN BANGKOK, THAILAND
- INSPECTION CERTIFICATES OF WEIGHT / QUALITY / PACKING / CONDITION ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD.
- FUMIGATION CERTIFICATE ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD.
- PHYTOSANITARY CERTIFICATE ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD.
- CERTIFICATE OF VESSEL'S HOLDS CLEANLINESS ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD.
- SHIPMENT APPROPRIATION TO BE SENT BY FAX FROM SHIPPER TO BUYER GIVING FULL SHIPMENT DETAILS WITHIN 48 WORKING HOURS FROM COMPLETION OF LOADING.

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DOC 2 (PAGE 3)

# CEREX S.A.

PAGE 3  
Ceret Ctr No. CPA/1785/08

BUYER'S DOCUMENTARY INSTRUCTIONS TO BE ADVISED IN DUE TIME.

## LICENSE(S):

THE SELLER IS RESPONSIBLE FOR THE OBTENTION OF ANY AND ALL NECESSARY EXPORT DOCUMENTS / LICENSES / PERMITS; THE FAILURE OF OBTAINING ANY OF SUCH DOCUMENTS IF AFFECTING THE PERFORMANCE OF THE CONTRACT, REGARDLESS OF REASON, IS NOT A REASON FOR A CLAIM FOR FORCE MAJEURE AND NOT WITHDRAWING THE SELLER FROM HIS CONTRACTUAL OBLIGATIONS.

## TAXATION:

ALL PRESENT CUSTOMS TAXES AND/OR DUTIES AND/OR LEVIES ON THE CARGO IN THE COUNTRY OF ORIGIN SHALL BE FOR SELLER'S ACCOUNT.

ALL PRESENT CUSTOMS TAXES AND/OR DUTIES AND/OR LEVIES ON THE CARGO IN THE COUNTRY OF DESTINATION SHALL BE FOR BUYER'S ACCOUNT.

## FORCE MAJEURE:

SHOULD THE SHIPMENT BE DELAYED OR PREVENTED BY REASONS INCLUDING ACTS OF GOVERNMENT AT THE EXCLUSION OF ANY APPLIED TO EXPORT LICENSE, DECLARED OR UNDECLARED WAR RISKS, RIOTS, STRIKES, LOCKOUTS, CIVIL COMMOTION, EARTHQUAKE, FLOODS, FIRE, OFFICIAL DECLARATION OF PLAGUE INFECTION ETC, OR BY THE CONSEQUENCES OF SUCH OCCURRENCES, SELLER TO SEND TO BUYER WITHIN TWO WORKING DAYS FROM THE DATE OF OCCURRENCE OF EVENT BY TELEX (OR FAX IF BUYER DOES NOT HAVE A TELEX) A NOTICE OF FORCE MAJEURE.

SHIPMENT PERIOD SHALL BE EXTENDED BY ONE MONTH IF AT THE EXPIRATION OF THAT PERIOD, SHIPMENT IS STILL PREVENTED BY ANY OF THE ABOVE CAUSES, THE CONTRACT SHALL BE VOID UNLESS A FURTHER EXTENSION IS MUTUALLY AGREED, SHOULD WAR AND/OR HOSTILITIES AND/OR CONSEQUENCES THEREOF PREVENT SELLER FROM FULFILLING THE CONTRACT OR ANY PART THEREOF, SUCH PART FROM FULFILLING SHALL BE VOID.

## OTHER TERMS AND CONDITIONS:

- THIRD PARTY EXCUMENTS ACCEPTABLE.
- CHARTER PARTY BILLS OF LADING ACCEPTABLE.
- STALE DOCUMENTS NOT ACCEPTABLE.
- CARGO/PART CARGO ALLOWED.

ALL OTHER TERMS AND CONDITIONS WHEN NOT IN CONTRADICTION TO THE ABOVE TO BE AS PER GAFTA CONTRACT 120 INCLUDING ARBITRATION IN LONDON AS PER GAFTA RULES 125 WHICH BOTH PARTIES CONFIRM THEY HAVE KNOWLEDGE OF AND ACCEPT.

THAT MAPARN TRADING CO. LTD.  
The Seller



ALIZE COMMODITIES  
The Buyer

ALIZE COMMODITIES  
S.A. Registered in Belgium  
Capital 1.000.000.000  
Sole Agent: Stan Bernart 7500 PARIS  
Tel: 01 58 05 35 00 - Fax: 01 45 74 26 00

# **EXHIBIT 2**

Doc 2

# CEREX S.A.

Avenue de la Ferme Rose, 3  
B-1180 Brussels, BELGIUM  
Tel. +32 (2) 3492290  
Fax +32 (2) 3492299  
E-Mail [cerex@cerex.be](mailto:cerex@cerex.be)

## ADDENDUM NO. 1 TO CEREX CONTRACT NO. CPA/1785/08 DATED FEBRUARY 12, 2008

Brussels, March 14, 2008

We hereby confirm it is mutually agreed between:

Seller THAI MAPARN TRADING CO., LTD.  
83-87 Yotha Road, Taladnoi, Sampantawong, BANGKOK 10100, Thailand

and

Buyer ALIZÉ COMMODITIES  
5, Place Tristan Bernard, 75017 PARIS, France

to washout Cerex contract No. CPA/1785/08 basis the following terms and conditions:

1. Seller to pay Buyer US\$ 30.00 (usdollar thirty) per net metric ton for the contract quantity of 15.000 (fifteen thousand) net metric tons, for a total of US\$ 450.000.00 (usdollar four hundred fifty thousand), in three equal payment of US\$ 150.000.00 each by TT transfer by respectively latest March 31, 2008, May 31, 2008 and July 31, 2008 against Buyer's faxed / scanned invoice to be sent latest March 25, 2008.
2. Seller has the obligation to execute and ship all remaining unshipped quantities on contracts CPA/1752/07 and CPA/1779/08 at contractual terms and conditions, except for shipment period which is extended until April 30, 2008 and in the case of CPA/1752/07 destination to be Lome instead of Luanda
3. In case Seller does not perform as per 1 and 2 above, then this agreement is to be considered null and void and Seller will be considered in default. The Buyer will therefore have the right to either buy against the Seller and replace the cargo at market price to suit a shipment during 2008, or claim for market price difference between today's nominal value US\$ 650.00 per net mt fob breakbulk and contract price.

All other terms and conditions remain unchanged.

THAI MAPARN TRADING CO., LTD.  
The Seller

ALIZÉ COMMODITIES  
The Buyer

CEREX S.A.  
The Buyer

ALIZÉ COMMODITIES

S.A. au capital de 2.286.735/€  
RCS PARIS B 425064645

5, place Tristan Bernard 75017 PARIS  
Tél. 01 58 05 25 00 - Fax 01 45 74 26 00

N° 0428 091 085 Banque Paribas 010-069037477

ibwin 8F8C 2100 500357827 426 06 / 045 00023 - A.P.E. 83 T

# **EXHIBIT 3**

Doc 4 (page 2)

**CEREX S.A.**

Avenue de la Ferme Rose, 3  
B-1180 Brussels, BELGIUM  
Tel. +32 (2) 3492290  
Fax +32 (2) 3492299  
E-Mail [cerex@cerex.be](mailto:cerex@cerex.be)

**CONTRACT NO. CPA/1752/07**

BRUSSELS, OCTOBER 19, 2007

WE HEREWITH CONFIRM THE FOLLOWING TRANSACTION OF TODAY,  
CEREX CONTRACT NO. CPA/1752/07 REFERS:

**SELLER:**

THAI MAPARN TRADING CO., LTD.  
83-87 YOTHA ROAD  
TALADNOI, SAMPANTAWONG  
BANGKOK 10100, THAILAND

**BUYER:**

ALIZE COMMODITIES  
3, PLACE TRISTAN BERNARD  
75017 PARIS, FRANCE

**BROKER:**

CEREX S.A.  
AVENUE DE LA FERME ROSE, 3  
B-1180 BRUSSELS, BELGIUM

**QUALITY:**

THAI WHITE LONG GRAIN RICE 3% BROKEN, CURRENT CROP.

SPECIFICATIONS AS PER THE OFFICIAL EXPORT STANDARDS OF THE COUNTRY OF ORIGIN.

THE RICE MUST BE OF UNIFORM COLOUR, FREE FROM LIVE INSECTS/WEEVILS, PRACTICALLY  
FREE FROM DEAD INSECTS/WEEVILS, FREE FROM ANY PORTION / BAD ODOUR AT TIME OF  
SHIPMENT, SOUND, LOYAL AND MERCHANTABLE, AND FIT FOR HUMAN CONSUMPTION

**QUANTITY:**40 X 20' FCL'S EACH 25 NET METRIC TONS - TOTAL 1,000 (one thousand) NET METRIC TONS  
MIN/MAX.**PACKING:**

IN NEW STRONG WOVEN SINGLE PLAIN POLYPROPYLENE BAGS OF 50 LBS NET EACH, WITH  
BUYER'S MARKS AND LOGO ON BOTH SIDES. (SELLER TO ADVISE IF TRANSLUCENT BAGS ARE  
AVAILABLE / POSSIBLE ASAP)

BUYER'S MARKS TO BE DECLARED LATEST WEDNESDAY OCTOBER 27, 2007.

SELLER TO PROVIDE 3% EMPTY PRINTED BAGS FREE OF CHARGE.

SELLER'S THAI LEGAL MARKINGS INCLUDING THE EXPORTER'S NAME AND ADDRESS MAY BE  
PRINTED IN SMALL LETTERS (1.5 CM HIGH) AT THE BOTTOM OF THE BAGS.

CEREX S.A.

Doc 4 (Page 2)

PAGE 2

CEREX CONTRACT NO. CPA/0752/07

**PRICE:**

US\$ 479.00 (four hundred seventy nine) PER NET INTAKEN METRIC TON, COST AND FREIGHT  
LUANDA/ANGOLA

**INSPECTION:**

WEIGHT, QUALITY, CONDITION AND FUMIGATION TO BE CARRIED OUT BY BUREAU VERITAS  
(THAILAND) LTD, EXPENSES OF WHICH TO BE BORNE BY THE SELLER, AND THEIR FINDINGS AT  
LOADING PORT TO BE TREATED AS FINAL.

**SHIPMENT:**

NOVEMBER 1-30, 2007, BOTH DATES INCLUSIVE.

**FUMIGATION:**

FUMIGATION CHARGE FOR ACTUAL LOADED QUANTITY AT USUAL DOSAGE WILL BE FOR  
SELLER'S ACCOUNT AND RISK.

**INSURANCE:**

BUYER'S RESPONSIBILITY AND RISK ONCE CARGO ON BOARD VESSEL.

**PAYMENT:**

C.A.D. SWITZERLAND, PAYABLE AT SIGHT AT THE COUNTERS OF THE BUYER'S BANK, AGAINST  
THE PRESENTATION OF THE FOLLOWING SHIPPING DOCUMENTS:

- SELLER'S COMMERCIAL INVOICE
- FULL SET 3/3 CLEAN ON BOARD BILLS OF LADING MARKED "FREIGHT PREPAID"
- PACKING LIST IN TRIPPLICATE
- CERTIFICATE OF ORIGIN ISSUED BY THE THAI CHAMBER OF COMMERCE IN BANGKOK,  
THAILAND
- INSPECTION CERTIFICATES OF WEIGHT / QUALITY / PACKING / CONDITION ISSUED BY  
BUREAU VERITAS (THAILAND) LTD.
- FUMIGATION CERTIFICATE ISSUED BY BUREAU VERITAS (THAILAND) LTD.
- PHYTOSANITARY CERTIFICATE ISSUED BY BUREAU VERITAS (THAILAND) LTD.
- SHIPMENT APPROPRIATION TO BE SENT BY FAX FROM SHIPPER TO BUYER GIVING FULL  
SHIPMENT DETAILS WITHIN 48 WORKING HOURS FROM COMPLETION OF LOADING.

BUYER'S DOCUMENTARY INSTRUCTIONS TO BE ADVISED IN DUE TIME.

**LICENSING:**

THE SELLER IS RESPONSIBLE FOR THE OBTENTION OF ANY AND ALL NECESSARY EXPORT  
DOCUMENTS / LICENSES / PERMITS; THE FAILURE OF OBTAINING ANY OF SUCH DOCUMENTS IF  
AFFECTING THE PERFORMANCE OF THE CONTRACT, REGARDLESS OF REASON, IS NOT A REASON  
FOR A CLAIM FOR FORCE MAJEURE AND NOT WITHDRAWING THE SELLER FROM HIS  
CONTRACTUAL OBLIGATIONS.

**TAXATION:**

ALL CUSTOMS TAXES AND/OR DUTIES AND/OR LEVIES ON THE CARGO IN THE COUNTRY OF  
ORIGIN SHALL BE FOR SELLER'S ACCOUNT.

ALL CUSTOMS TAXES AND/OR DUTIES AND/OR LEVIES ON THE CARGO IN THE COUNTRY OF  
DESTINATION SHALL BE FOR BUYER'S ACCOUNT.

JP  
PR

Doc 4 (Page 3)

# CEREX S.A.

PAGE 3  
CEREX CONTRACT NO. CPA/12345

## FORCE MAJEURE

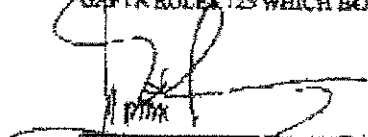
SHOULD THE SHIPMENT BE DELAYED OR PREVENTED BY REASONS INCLUDING ACTS OF GOVERNMENT AT THE EXCLUSION OF ANY APPLIED TO EXPORT LICENSE, DECLARED OR UNDECLARED WAR RISKS, RIOTS, STRIKES, LOCKOUTS, CIVIL COMMOTION, EARTHQUAKE, FLOODS, FIRE, OFFICIAL DECLARATION OF PLAGUE INFECTION ETC, OR BY THE CONSEQUENCES OF SUCH OCCURENCES, SELLER TO SEND TO BUYER WITHIN TWO WORKING DAYS FROM THE DATE OF OCCURENCE OF EVENT BY TELEX (OR FAX IF BUYER DOES NOT HAVE A TELEX) A NOTICE OF FORCE MAJEURE.


SHIPMENT PERIOD SHALL BE EXTENDED BY ONE MONTH IF AT THE EXPIRATION OF THAT PERIOD, SHIPMENT IS STILL PREVENTED BY ANY OF THE ABOVE CAUSES, THE CONTRACT SHALL BE VOID UNLESS A FURTHER EXTENSION IS MUTUALLY AGREED. SHOULD WAR AND/OR HOSTILITIES AND/OR CONSEQUENCES THEREOF PREVENT SELLER FROM FULFILLING THE CONTRACT OR ANY PART THEREOF, SUCH PART FROM FULFILLING SHALL BE VOID.


## OTHER TERMS AND CONDITIONS:


- THIRD PARTY DOCUMENTS ACCEPTABLE
- STATE DOCUMENTS NOT ACCEPTABLE

ALL OTHER TERMS AND CONDITIONS WHEN NOT IN CONTRADICTION TO THE ABOVE TO BE AS PER APPROPRIATE GAFTA CONTRACT. ARBITRATION, IF ANY, IN LONDON IN ACCORDANCE WITH GAFTA RULES 125 WHICH BOTH PARTIES CONFIRM THEY HAVE KNOWLEDGE OF AND ACCEPT.

  
THAI MAIFON TRADING CO. LTD.  
The Seller

  
CEREX S.A.  
The Broker

  
ALIZE COMMODITIES  
S.A. of capital 2.100.000.000  
RCE PARIS 75008  
SIRET 428 074 041 000 1 - A - 3101  
5, place Tristan Bernard - 75006 PARIS  
Tel 01 67 05 25 00 Fax 01 46 74 16 00



# **EXHIBIT 4**

David BALASS - Rép. : Thai Maparn Trading - 6,000 MT PB Rice m/v "IRENE"

Doc 8 (Page 4)

De : David BALASS  
 Dest. : Cerex - Sabah Balass  
 Date : 22/7/08 18h47  
 Objet : Rép. : Thai Maparn Trading - 6,000 MT PB Rice m/v "IRENE"

Paris, July 22, 2008

To : Cerex S.A.  
 Att: Sabah Balass

Dear Sabah,

Please pass on the following to Messrs. Thai Maparn Trading Co. Ltd.:

## QUOTE

Dear Mr Somnuk,

We refer to the washout agreement Thai Maparn and Alizé Commodities had agreed to following your complete non performance on Cerex contract CPA/1785/08. We remind you that one of the conditions/obligations of this washout agreement, as defined in Addendum No.1 to CPA/1785/08, specifically stated that you were under the obligation "to execute and ship all remaining unshipped quantities on contracts CPA/1752/07 and CPA/1779/08 at contractual terms and conditions, except for shipment period which is extended until April 30, 2008 and in the case of CPA/1752/07 destination to be Lomé instead of Luanda".

You did not respect this condition despite our numerous verbal and written complaints, and despite allowing you further time to comply with it in order to keep good terms with your company. We protested strongly but you did not deem respond to that message either.

We wish now to remind sellers that in case you did not perform this condition, Addendum No.1 stated that buyer has the option "to claim for market price difference between today's\* nominal value of USD 650 per net mt fob breakbulk and contractprice"

In other words we have the right and are now exercising this right in claiming from you USD 2,550,000.- (us dollar two million five hundred fifty thousand) minus the USD 450,000 (us dollar four hundred fifty thousand) already deducted on other business, i.e. you owe us USD 2,100,000 since May 1st 2008.

Recently we have asked Sabah/Cerex who had brokered the deals when traveling to S.E. Asia to meet you and discuss this issue. You have decided to avoid the subject, fair enough ...

Management's view here is that you owe us the a/m amount since May 1st 2008, and that we should stop allowing you special favours all the time when you never reciprocate at all, and that such amount should be deducted from your commercial invoice on rice loaded on M/V "Irene". Thus please proceed accordingly and send the duly revised documents to our bankers as follows:

BANQUE CANTONALE VAUDOISE  
 P.O.BOX 300  
 CH-1001 LAUSANNE  
 RIC Mr. Patrick SCHREIBER / Mr. Roger DUCLOS  
 Tel.: 41 21 212 30 92  
 Fax : 41.21 212 32 36

We kindly ask you to try not to spoil the relationship with Alizé Commodities even more and honour your obligations, so we can continue doing business together thereafter.

(\* the day the addendum was agreed to)

# **EXHIBIT 1**

Doc 4 Tab (A)

# CEREX S.A.

Avenue de la Ferme Rose, 3  
B-1180 Brussels, BELGIUM  
Tel. +32 (2) 3492290  
Fax +32 (2) 3492299  
E-Mail [cerex@cerex.be](mailto:cerex@cerex.be)

## CONTRACT NO. CPA/1785/08

BRUSSELS, 12 FEBRUARY 2008

WE HEREWITH CONFIRM THE FOLLOWING TRANSACTION OF TODAY, CEREX CONTRACT NO. CPA/1785/08 REFERS:

**SELLER:**

THAI MAPARN TRADING CO., LTD.  
81-87 YOTHA ROAD  
TALADNOI, SAMPANTAWONG  
BANGKOK 10100, THAILAND

**BUYER:**

ALIZE COMMODITIES  
5, PLACE TRISTAN BERNARD  
75017 PARIS, FRANCE

**BROKER:**

CEREX S.A.  
AVENUE DE LA FERME ROSE, 3  
B-1180 BRUSSELS, BELGIUM

**QUALITY:**

THAI PARBOILED LONG GRAIN RICE 100% SORTEXED (LIGHT COLOUR), CURRENT CROP 2007/08.

SPECIFICATIONS AS PER THE OFFICIAL EXPORT STANDARDS OF THE COUNTRY OF ORIGIN.

THE RICE MUST BE OF UNIFORM COLOUR, FREE FROM LIVE INSECTS/WEEVILS, PRACTICALLY FREE FROM DEAD INSECTS/WEEVILS, FREE FROM ANY FOREIGN / BAD ODOUR AT TIME OF SHIPMENT, SOUND, LOYAL AND MERCHANTABLE, AND FIT FOR HUMAN CONSUMPTION.

**QUANTITY:**

15,000 (fifteen thousand) METRIC TONS 5 PCT MORE OR LESS AT BUYER'S OPTION AND AT CONTRACT PRICE

**PACKING:**

IN NEW WOVEN SINGLE POLYPROPYLENE BAGS OF 50 KGS NET EACH, WITH MINIMUM TARE WEIGHT 130 GRAMS, WITH BUYERS MARKS AND LOGO ON BOTH SIDES.

BUYER'S MARKS, BAG SPECIFICATIONS AND BAG COLOUR TO BE DECLARED LATEST 30 DAYS PRIOR TO ARRIVAL OF PERFORMING VESSEL.

SELLER TO PROVIDE 2% EMPTY PRINTED BAGS FREE OF CHARGE.

SELLER'S THAI LEGAL MARKINGS INCLUDING THE EXPORTER'S NAME AND ADDRESS MAY BE PRINTED IN SMALL LETTERS (1.5 CM HIGH) AT THE BOTTOM OF THE BAGS.

Doc 4 Page 2

# CEREX S.A.

PAGE 3  
Cerex Ctr No. CPA/1785/08

**PRICE:**

US\$ 480,00 (usdollar four hundred eighty) PER NET INTAKEN METRIC TON, FOB STOWED AND TRIMMED 1/2 SAFE BERTH(S) AND/OR ANCHORAGE(S) BANGKOK AND/OR KOHSICHANG PORT AT BUYER'S OPTION AND TO COUNT AS ONE, VESSEL ALWAYS AFLOAT AND ALWAYS ACCESSIBLE AT ANYTIME.

NO PREMIUM TO BE PAID IN CASE OF ANY TOP-OFF IN KOHSICHANG.

**VESSEL'S HOLDS CLEANLINESS/WEIGHT/QUALITY/PACKING/CONDITION/FUMIGATION:**

INSPECTION OF VESSEL'S HOLDS CLEANLINESS, WEIGHT, QUALITY, PACKING, CONDITION AND FUMIGATION ALL FINAL AT LOADING PORT AS PER CERTIFICATES ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD. AT BUYER'S OPTION AND AT SELLER'S COSTS AND RISKS.

**SHIPMENT:**

15 MARCH-30 APRIL 2008, BOTH DATES INCLUSIVE, WITH 10 CALENDAR DAYS NOTICE OF VESSEL'S ETA AT LOADPORT, CARGO/PART CARGO ALLOWED PER VESSEL NOMINATED BY BUYER OR SUBSTITUTE.

ONE UNCONDITIONAL SUBSTITUTION ALLOWED IN CASE OF PART CARGO: ONE UNCONDITIONAL SUBSTITUTION ALLOWED PER SHIPMENT.

**LOADING CONDITIONS:**

CQD LOADING

VESSEL AGENTS AT LOADING PORT AT BUYER'S OPTION.

**FUMIGATION:**

CARGO TO BE FUMIGATED ON BOARD THE VESSEL UPON COMPLETION OF LOADING WITH METHYL BROMIDE AT THE PROPER CONCENTRATION BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD. AT BUYER'S OPTION, FOR ACTUAL LOADED QUANTITY, FOR SELLER'S ACCOUNT, AND TIME OF FUMIGATION AND EXPOSURE NOT TO COUNT AS LAYTIME.

**INSURANCE:**

FOR BUYER'S ACCOUNT ONCE CARGO ON BOARD VESSEL.

**PAYMENT:**

C.A.D. EUROPE, PAYABLE AT SIGHT AT THE COUNTERS OF THE BUYER'S BANK, AGAINST THE PRESENTATION OF THE FOLLOWING SHIPPING DOCUMENTS:

- SELLER'S COMMERCIAL INVOICE
- FULL SET 3/3 CLEAN ON BOARD BILLS OF LADING MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" OR "FREIGHT PREPAID"
- PACKING LIST IN TRIPLICATE
- CERTIFICATE OF ORIGIN ISSUED BY THE THAI CHAMBER OF COMMERCE IN BANGKOK, THAILAND
- INSPECTION CERTIFICATES OF WEIGHT / QUALITY / PACKING / CONDITION ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD.
- FUMIGATION CERTIFICATE ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD.
- PHYTOSANITARY CERTIFICATE ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD.
- CERTIFICATE OF VESSEL'S HOLDS CLEANLINESS ISSUED BY SGS (THAILAND) LTD. OR BUREAU VERITAS (THAILAND) LTD.
- SHIPMENT APPROPRIATION TO BE SENT BY FAX FROM SHIPPER TO BUYER GIVING FULL SHIPMENT DETAILS WITHIN 48 WORKING HOURS FROM COMPLETION OF LOADING.

Handwritten signature and initials, including the number "13".

DOC 2 (PAGE 3)

CEREX S.A.

PAGE 3  
Cerec Ctr No. CPA/1785/08

BUYER'S DOCUMENTARY INSTRUCTIONS TO BE ADVISED IN DUE TIME.

**LICENSE(S):**

THE SELLER IS RESPONSIBLE FOR THE OBTENTION OF ANY AND ALL NECESSARY EXPORT DOCUMENTS / LICENSES / PERMITS; THE FAILURE OF OBTAINING ANY OF SUCH DOCUMENTS IF AFFECTING THE PERFORMANCE OF THE CONTRACT, REGARDLESS OF REASON, IS NOT A REASON FOR A CLAIM FOR FORCE MAJEURE AND NOT WITHDRAWING THE SELLER FROM HIS CONTRACTUAL OBLIGATIONS.

**TAXATION:**

ALL PRESENT CUSTOMS TAXES AND/OR DUTIES AND/OR LEVIES ON THE CARGO IN THE COUNTRY OF ORIGIN SHALL BE FOR SELLER'S ACCOUNT.

ALL PRESENT CUSTOMS TAXES AND/OR DUTIES AND/OR LEVIES ON THE CARGO IN THE COUNTRY OF DESTINATION SHALL BE FOR BUYER'S ACCOUNT.

**FORCE MAJEURE:**

SHOULD THE SHIPMENT BE DELAYED OR PREVENTED BY REASONS INCLUDING ACTS OF GOVERNMENT AT THE EXCLUSION OF ANY APPLIED TO EXPORT LICENSE, DECLARED OR UNDECLARED WAR RISKS, RIOTS, STRIKES, LOCKOUTS, CIVIL COMMOTION, EARTHQUAKE, FLOODS, FIRE, OFFICIAL DECLARATION OF PLAGUE INFECTION ETC, OR BY THE CONSEQUENCES OF SUCH OCCURRENCES, SELLER TO SEND TO BUYER WITHIN TWO WORKING DAYS FROM THE DATE OF OCCURRENCE OF EVENT BY TELEX (OR FAX IF BUYER DOES NOT HAVE A TELEX) A NOTICE OF FORCE MAJEURE.

SHIPMENT PERIOD SHALL BE EXTENDED BY ONE MONTH IF AT THE EXPIRATION OF THAT PERIOD, SHIPMENT IS STILL PREVENTED BY ANY OF THE ABOVE CAUSES, THE CONTRACT SHALL BE VOID UNLESS A FURTHER EXTENSION IS MUTUALLY AGREED. SHOULD WAR AND/OR HOSTILITIES AND/OR CONSEQUENCES THEREOF PREVENT SELLER FROM FULFILLING THE CONTRACT OR ANY PART THEREOF, SUCH PART FROM FULFILLING SHALL BE VOID.

**OTHER TERMS AND CONDITIONS:**

- THIRD PARTY DOCUMENTS ACCEPTABLE.
- CHARTER PARTY BILLS OF LADING ACCEPTABLE.
- STALE DOCUMENTS NOT ACCEPTABLE.
- CARGO/PART CARGO ALLOWED.

ALL OTHER TERMS AND CONDITIONS WHEN NOT IN CONTRADICTION TO THE ABOVE TO BE AS PER GAFTA CONTRACT 120 INCLUDING ARBITRATION IN LONDON AS PER GAFTA RULES 123 WHICH BOTH PARTIES CONFIRM THEY HAVE KNOWLEDGE OF AND ACCEPT.

THAI MAPARN TRADING CO. LTD.  
The Seller

CEREX S.A.



ALIZE COMMODITIES  
The Buyer

ALIZE COMMODITIES  
S.A. registered in Belgium  
Sole Agent for CEREX S.A.  
5, place T. van Bommel - 7500 PARIS  
Tel.: 01 56 25 35 00 - Fax: 01 46 74 26 00

# **EXHIBIT 2**

Doc 2

# CEREX S.A.

Avenue de la Ferme Rose, 3  
B-1180 Brussels, BELGIUM  
Tel. +32 (2) 3492290  
Fax +32 (2) 3492299  
E-Mail [cerex@cerex.be](mailto:cerex@cerex.be)

**ADDENDUM NO. 1**  
**TO**  
**CEREX CONTRACT NO. CPA/1785/08**  
**DATED FEBRUARY 12, 2008**

Brussels, March 14, 2008

We hereby confirm it is mutually agreed between:

Seller THAI MAPARN TRADING CO., LTD.  
83-87 Yotha Road, Taladnoi, Sampantawong, BANGKOK 10100, Thailand

and

Buyer ALIZÉ COMMODITIES  
5, Place Tristan Bernard, 75017 PARIS, France

to washout Cerex contract No. CPA/1785/08 basis the following terms and conditions:

1. Seller to pay Buyer US\$ 30.00 (usdollar thirty) per net metric ton for the contract quantity of 15.000 (fifteen thousand) net metric tons, for a total of US\$ 450,000.00 (usdollar four hundred fifty thousand), in three equal payment of US\$ 150,000.00 each by TT transfer by respectively latest March 31, 2008, May 31, 2008 and July 31, 2008 against Buyer's faxed / scanned invoice to be sent latest March 25, 2008.
2. Seller has the obligation to execute and ship all remaining unshipped quantities on contracts CPA/1752/07 and CPA/1779/08 at contractual terms and conditions, except for shipment period which is extended until April 30, 2008 and in the case of CPA/1752/07 destination to be Lome instead of Luanda
3. In case Seller does not perform as per 1 and 2 above, then this agreement is to be considered null and void and Seller will be considered in default. The Buyer will therefore have the right to either buy against the Seller and replace the cargo at market price to suit a shipment during 2008, or claim for market price difference between today's nominal value US\$ 650.00 per net mt fob breakbulk and contract price.

All other terms and conditions remain unchanged.

THAI MAPARN TRADING CO., LTD.  
The Seller

ALIZÉ COMMODITIES  
The Buyer

CEREX S.A.  
The Broker

ALIZÉ COMMODITIES

S.A. au capital de 2.286.735 €  
RCS PARIS 8 42504445

426 06 / 045 00023 - APB 873 T  
5, place Tristan Bernard - 75017 PARIS  
Tél 01 58 05 35 00 - Fax 01 45 74 26 00

N° 0426 081 085

Banque For

210-0690374-77

Iban 9F8C 2100 8003

3XNET 426 06 / 045 00023 - APB 873 T

5, place Tristan Bernard - 75017 PARIS

Tél 01 58 05 35 00 - Fax 01 45 74 26 00

# **EXHIBIT 3**

19-10-07 12:54 +3223492299

CEREX S.A.

-&gt;16660033145742600 RCM

Page 02

Doc 4 (page 2)

**CEREX S.A.**

Avenue de la Ferme Rose, 3  
B-1180 Brussels, BELGIUM  
Tel. +32 (2) 3492299  
Fax +32 (2) 3492298  
E-Mail: [cerex@cerex.be](mailto:cerex@cerex.be)

**CONTRACT NO. CPA/1752/07**

BRUSSELS, OCTOBER 13, 2007

WE HEREWITH CONFIRM THE FOLLOWING TRANSACTION OF TODAY,  
CEREX CONTRACT NO. CPA/1752/07 REFERS:

**SELLER:**

THAI MAPARN TRADING CO., LTD.  
81-87 YOTHA ROAD  
TALADNOI, SAMPANTAWONG  
BANGKOK 10100, THAILAND

**BUYER:**

ALIZE COMMODITIES  
3, PLACE TRISTAN BERNARD  
75017 PARIS, FRANCE

**BROKER:**

CEREX S.A.  
AVENUE DE LA FERME ROSE, 3  
B-1180 BRUSSELS, BELGIUM

**QUALITY:**

THAI WHITE LONG GRAIN RICE 5% BROKEN, CURRENT CROP.

SPECIFICATIONS AS PER THE OFFICIAL EXPORT STANDARDS OF THE COUNTRY OF ORIGIN.

THE RICE MUST BE OF UNIFORM COLOUR, FREE FROM LIVE INSECTS/WEEVILS, PRACTICALLY  
FREE FROM DEAD INSECTS/WEEVILS, FREE FROM ANY FOREIGN / BAD ODOUR AT TIME OF  
SHIPMENT, SOUND, LAYAL AND MERCHANTABLE, AND FIT FOR HUMAN CONSUMPTION.

**QUANTITY:**

40 X 20' PCL'S EACH 25 NET METRIC TONS = TOTAL 1,000 (one thousand) NET METRIC TONS  
MIN/MAX.

**PACKING:**

IN NEW STRONG WOVEN SINGLE PLAIN POLYPROPYLENE BAGS OF 50 LBS NET EACH, WITH  
BUYER'S MARKS AND LOGO ON BOTH SIDES (SELLER TO ADVISE IF TRANSLUCENT BAGS ARE  
AVAILABLE / POSSIBLE ASAP)

BUYER'S MARKS TO BE DECLARED LATEST WEDNESDAY OCTOBER 17, 2007.

SELLER TO PROVIDE 2% EMPTY PRINTED BAGS FREE OF CHARGE.

SELLER'S THAI LEGAL MARKINGS INCLUDING THE EXPORTER'S NAME AND ADDRESS MAY BE  
PRINTED IN SMALL LETTERS (1.5 CM HIGH) AT THE BOTTOM OF THE BAGS.

N.F. 0428081.006 Banque: Fortis 210-0800374-77 Iban: BE60 2100 0902 7477

28 9 13

19-10-07

12:54 +3223492299

CEREX S.A.

-&gt;16660033145742600 ECM

Page 03

CEREX S.A.

Doc 4 (Page 2)

PAGE 2

CEREX CONTRACT NO. CTA025187

**PRICE:**

US\$ 479.00 (quidollar four hundred seventy nine) PER NET INTAKEN METRIC TON, COST AND FREIGHT  
LUANDA/ANGOLA

**INSPECTION:**

WEIGHT, QUALITY, CONDITION AND FUMIGATION TO BE CARRIED OUT BY BUREAU VERITAS  
(THAILAND) LTD, EXPENSES OF WHICH TO BE BORNE BY THE SELLER, AND THEIR FINDINGS AT  
LOADING PORT TO BE TREATED AS FINAL.

**SHIPMENT:**

NOVEMBER 1-30, 2007, BOTH DATES INCLUSIVE.

**FUMIGATION:**

FUMIGATION CHARGE FOR ACTUAL LOADED QUANTITY AT USUAL DOSAGE WILL BE FOR  
SELLER'S ACCOUNT AND RISK.

**INSURANCE:**

BUYER'S RESPONSIBILITY AND RISK ONCE CARGO ON BOARD VESSEL.

**PAYMENT:**

C.A.D. SWITZERLAND, PAYABLE AT SIGHT AT THE COUNTERS OF THE BUYER'S BANK, AGAINST  
THE PRESENTATION OF THE FOLLOWING SHIPPING DOCUMENTS:

- SELLER'S COMMERCIAL INVOICE
- FULL SET 3/3 CLEAN ON BOARD BILLS OF LADING MARKED "FREIGHT PREPAID"
- PACKING LIST IN TRIPLICATE
- CERTIFICATE OF ORIGIN ISSUED BY THE THAI CHAMBER OF COMMERCE IN BANGKOK,  
THAILAND
- INSPECTION CERTIFICATES OF WEIGHT / QUALITY / PACKING / CONDITION ISSUED BY  
BUREAU VERITAS (THAILAND) LTD.
- FUMIGATION CERTIFICATE ISSUED BY BUREAU VERITAS (THAILAND) LTD.
- PHYTOSANITARY CERTIFICATE ISSUED BY BUREAU VERITAS (THAILAND) LTD.
- SHIPMENT APPROPRIATION TO BE SENT BY FAX FROM SHIPPER TO BUYER GIVING FULL  
SHIPMENT DETAILS WITHIN 48 WORKING HOURS FROM COMPLETION OF LOADING.

BUYER'S DOCUMENTARY INSTRUCTIONS TO BE ADVISED IN DUE TIME.

**LICENSING:**

THE SELLER IS RESPONSIBLE FOR THE OBTENTION OF ANY AND ALL NECESSARY EXPORT  
DOCUMENTS / LICENSES / PERMITS; THE FAILURE OF OBTAINING ANY OF SUCH DOCUMENTS IF  
AFFECTING THE PERFORMANCE OF THE CONTRACT, REGARDLESS OF REASON, IS NOT A REASON  
FOR A CLAIM FOR FORCE MAJEURE AND NOT WITHDRAWING THE SELLER FROM HIS  
CONTRACTUAL OBLIGATIONS.

**TAXATION:**

ALL CUSTOMS TAXES AND/OR DUTIES AND/OR LEVIES ON THE CARGO IN THE COUNTRY OF  
ORIGIN SHALL BE FOR SELLER'S ACCOUNT.

ALL CUSTOMS TAXES AND/OR DUTIES AND/OR LEVIES ON THE CARGO IN THE COUNTRY OF  
DESTINATION SHALL BE FOR BUYER'S ACCOUNT.

JP 47  
PB

doc 4 (page 3)

**CEREX S.A.**

PAGE 3

**CEREX CONTRACT NO. CPA/75107****FORCE MAJEURE:**

SHOULD THE SHIPMENT BE DELAYED OR PREVENTED BY REASONS INCLUDING ACTS OF GOVERNMENT AT THE EXCLUSION OF ANY APPLIED TO EXPORT LICENSE, DECLARED OR UNDECLARED WAR RISKS, RIOTS, STRIKES, LOCKOUTS, CIVIL COMMOTION, EARTHQUAKE, FLOODS, FIRE, OFFICIAL DECLARATION OF PLAGUE INFECTION ETC, OR BY THE CONSEQUENCES OF SUCH OCCURRENCES, SELLER TO SEND TO BUYER WITHIN TWO WORKING DAYS FROM THE DATE OF OCCURRENCE OF EVENT BY TELEX (OR FAX IF BUYER DOES NOT HAVE A TELEX) A NOTICE OF FORCE MAJEURE.

SHIPMENT PERIOD SHALL BE EXTENDED BY ONE MONTH IF AT THE EXPIRATION OF THAT PERIOD, SHIPMENT IS STILL PREVENTED BY ANY OF THE ABOVE CAUSES, THE CONTRACT SHALL BE VOID UNLESS A FURTHER EXTENSION IS MUTUALLY AGREED. SHOULD WAR AND/OR HOSTILITIES AND/OR CONSEQUENCES THEREOF PREVENT SELLER FROM FULFILLING THE CONTRACT OR ANY PART THEREOF, SUCH PART FROM FULFILLING SHALL BE VOID.

**OTHER TERMS AND CONDITIONS:**

- THIRD PARTY DOCUMENTS ACCEPTABLE
- STATE DOCUMENTS NOT ACCEPTABLE

ALL OTHER TERMS AND CONDITIONS WHEN NOT IN CONTRADICTION TO THE ABOVE TO BE AS PER APPROPRIATE GAFTA CONTRACT. ARBITRATION, IF ANY, IN LONDON IN ACCORDANCE WITH GAFTA RULES 125 WHICH BOTH PARTIES CONFIRM THEY HAVE KNOWLEDGE OF AND ACCEPT.

THAI MATERN TRADING CO. LTD.

The Seller

CEREX S.A.

The Broker

ALIZE COMMODITIES

ALIZE COMMODITIES

S.A. 21, rue de la Loi, 1050 Brussels

RCE REPRES P 425162166

SIREN 425162166 RCE REPRES P 425162166

5, place Turgot 1050 Brussels

Tel 01 51 05 15 00 Fax 01 45 74 16 00



# **EXHIBIT 4**

David BALASS - Rép. : Thai Maparn Trading - 6,000 MT PB Rice m/v "IRENE"

Doc 8 (Page 4)

De : David BALASS  
 Dest. : Cerex - Sabah Balass  
 Date : 22/7/08 18h47  
 Objet : Rép. : Thai Maparn Trading - 6,000 MT PB Rice m/v "IRENE"

Paris, July 22, 2008

To : Cerex S.A.  
 Att: Sabah Balass

Dear Sabah,

Please pass on the following to Messrs. Thai Maparn Trading Co. Ltd.:

## QUOTE

Dear Mr Somnuk,

We refer to the washout agreement Thai Maparn and Alizé Commodities had agreed to following your complete non performance on Cerex contract CPA/1785/08. We remind you that one of the conditions/obligations of this washout agreement, as defined in Addendum No.1 to CPA/1785/08, specifically stated that you were under the obligation "to execute and ship all remaining unshipped quantities on contracts CPA/1752/07 and CPA/1779/08 at contractual terms and conditions, except for shipment period which is extended until April 30, 2008 and in the case of CPA/1752/07 destination to be Lomé instead of Luanda".

You did not respect this condition despite our numerous verbal and written complaints, and despite allowing you further time to comply with it in order to keep good terms with your company. We protested strongly but you did not deem respond to that message either.

We wish now to remind sellers that in case you did not perform this condition, Addendum No.1 stated that buyer has the option "to claim for market price difference between today's" nominal value of USD 550 per net mt fob breakbulk and contractprice"

In other words we have the right and are now exercising this right in claiming from you USD 2,550,000.- (us dollar two million five hundred fifty thousand) minus the USD 450,000 (us dollar four hundred fifty thousand) already deducted on other business, i.e you owe us USD 2,100,000 since May 1st 2008.

Recently we have asked Sabah/Cerex who had brokered the deals when traveling to S.E. Asia to meet you and discuss this issue. You have decided to avoid the subject, fair enough ...

Management's view here is that you owe us the a/m amount since May 1st 2008, and that we should stop allowing you special favours all the time when you never reciprocate at all, and that such amount should be deducted from your commercial invoice on rice loaded on M/V "Irene". Thus please proceed accordingly and send the duly revised documents to our bankers as follows:

BANQUE CANTONALE VAUDOISE  
 P.O.BOX 300  
 CH-1001 LAUSANNE  
 RIC Mr. Patrick SCHREIBER / Mr. Roger DUCLOS  
 Tel.: 41 21 212 30 92  
 Fax : 41.21 212 32 36

We kindly ask you to try not to spoil the relationship with Alizé Commodities even more and honour your obligations, so we can continue doing business together thereafter.

(\* the day the addendum was agreed to)